

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

K.C. HOPPS, LTD.,)	
)	
Plaintiff,)	
)	
v.)	Case No. 20-cv-00437-SRB
)	
THE CINCINNATI INSURANCE COMPANY,)	
INC.,)	
)	
Defendant.)	

ORDER

On September 24, 2021, the Court presided over a pretrial conference with the parties.
For the reasons stated on the record, and upon review of the parties' briefs, it is hereby

ORDERED that:

Plaintiff's Motions in Limine No. 2 and 3 (Doc. #130) are GRANTED for the reasons argued by the Plaintiff:

- Plaintiff's Motion in Limine No. 2, regarding excluding evidence relating to Plaintiff's lawsuit against Kansas City, Missouri, is GRANTED.
- Plaintiff's Motion in Limine No. 3, regarding excluding evidence that the presence of COVID-19 on the premises is not physical loss or damage under the Policy and/or that structural alteration to the property is required for coverage under the Policy, is GRANTED.

Plaintiff's Motions in Limine No. 4–11 (Doc. #132) are GRANTED for the reasons argued by the Plaintiff:

- Plaintiff's Motion in Limine No. 4, regarding excluding evidence that Plaintiff did not request, ask about, or discuss insurance for pandemics or did not ask about the meaning of physical loss or damage, pandemics, or viruses as related to insurance, is GRANTED.
- Plaintiff's Motion in Limine No. 5, regarding excluding evidence that Plaintiff did not discuss whether the Policy had a virus exclusion prior to obtaining the Policy, is GRANTED.
- Plaintiff's Motion in Limine No. 6, regarding excluding evidence that Plaintiff chose the Policy issued by Defendant because of pricing, is GRANTED.
- Plaintiff's Motion in Limine No. 7, regarding excluding evidence that Plaintiff did not read the Policy, is GRANTED.
- Plaintiff's Motion in Limine No. 8, regarding excluding evidence that Plaintiff's only criticism of Defendant is that Plaintiff would have preferred Defendant to pay the claim, is GRANTED.
- Plaintiff's Motion in Limine No. 9, regarding excluding evidence related to Plaintiff's separate riot-related business interruption, is GRANTED.
- Plaintiff's Motion in Limine No. 10, regarding excluding evidence that Plaintiff did not advise customers of its knowledge that 50 or so of its employees tested positive for COVID-19 in and around the Summer of 2020, is GRANTED.
- Plaintiff's Motion in Limine No. 11, regarding excluding evidence of Plaintiff's insurance agent's training concerning or discussions about insurance coverage for pandemics, SARS, or biological viruses, is GRANTED.

Plaintiff's Motions in Limine No. 12–19 (Doc. #133) are GRANTED for the reasons argued by the Plaintiff:

- Plaintiff's Motion in Limine No. 12, regarding excluding evidence of Plaintiff's attorneys' fees, is GRANTED.
- Plaintiff's Motion in Limine No. 13, regarding excluding a jury instruction stating that Plaintiff alone bears the burden of proof, is GRANTED.
- Plaintiff's Motion in Limine No. 14, regarding excluding evidence of the financial impact of a verdict for the Plaintiff on Defendant or the insurance industry generally, is GRANTED.
- Plaintiff's Motion in Limine No. 15, regarding excluding any reference to pleadings filed in this case, is GRANTED.
- Plaintiff's Motion in Limine No. 16, regarding excluding evidence of Plaintiff's engagement of counsel, is GRANTED.
- Plaintiff's Motion in Limine No. 17, regarding excluding evidence that this lawsuit is frivolous, is GRANTED.
- Plaintiff's Motion in Limine No. 18, regarding excluding evidence that Defendant it is "innocent until proven guilty," is GRANTED.
- Plaintiff's Motion in Limine No. 19, regarding excluding references to motions in limine in the jury's presence, is GRANTED.

Defendant's Motions in Limine No. 1–10 (Doc. #134) are GRANTED IN PART and DEFERRED IN PART. Defendant's Motions in Limine No. 6–10 are GRANTED for reasons argued by Defendant:

- Defendant's Motion in Limine No. 6, regarding precluding parole evidence, is GRANTED.

- Defendant's Motion in Limine No. 7, regarding excluding evidence of Policy drafting history, is GRANTED.
- Defendant's Motion in Limine No. 8, regarding excluding evidence of other claims and lawsuits involving Defendant, is GRANTED.
- Defendant's Motion in Limine No. 9, regarding excluding evidence of Defendant's policies and procedures for claim handling and setting reserves, is GRANTED.
- Defendant's Motion in Limine No. 10, regarding excluding evidence of the amount of Defendant's reserves, is GRANTED.

At this time, the Court defers ruling on Defendant's Motion in Limine No. 1–5.

IT IS SO ORDERED.

/s/ Stephen R. Bough
STEPHEN R. BOUGH
UNITED STATES DISTRICT JUDGE

Dated: September 24, 2021